

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

ADIAHA STRANGE, et al.	1:19-CV-321
AISHA PHILLIPS, et al.	1:19-CV-325
ADRIAN NICHOLSON, et al.	1:19-CV-519
AMELIA GREEN, et al.	1:19-CV-670
ASIA ARCHIE, et al.	1:19-CV-575
ALEXIS CANNON, et al.,	1:19-CV-823

Plaintiffs,

v.

SELECT MANAGEMENT  
RESOURCES, LLC, et al.,

Defendants.

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**BRIEF IN SUPPORT OF MOTION TO ENFORCE SETTLEMENT**

Tamiko Moses, by and through her undersigned counsel, hereby submit this brief in support of her Motion to Enforce Settlement in accordance with LR 7.2

**STATEMENT OF THE NATURE OF  
THE MATTER BEFORE THE COURT**

This matter is before the Court on Moving Plaintiff's Motion to Enforce Settlements. Plaintiff is a North Carolina resident. Plaintiff entered into one or more car title loans with Defendants. Plaintiff's Complaints asserted

claims, *inter alia*, under the North Carolina Consumer Finance Act and for Unfair and Deceptive Trade Practices arising from Defendants' car title loan businesses. Plaintiff entered into a settlement with Defendants. The settlement included the return of Plaintiff's car. Defendants have failed and refused to return Plaintiff's car. Defendants claim to have sold the car. Defendants have refused to discuss this matter or offer any other resolution. In support of this motion Plaintiff relied upon the Declaration of James Faucher, filed contemporaneously herewith.

### **STATEMENT OF FACTS**

Defendants made a settlement offer to Plaintiff. On September 10, 2019, counsel for Plaintiff wrote to counsel for Defendant to confirm that the offer to Plaintiff included return of her car. (Faucher Dec. Ex A.) Counsel Defendants responded to that inquiry with "yes." (Faucher Dec. Ex B.) Defendant has not returned Plaintiff's car.

### **QUESTION PRESENTED**

1. Should the Court enforce the settlement between Defendants and each Plaintiff Moses by Court order and Order Defendants to return Plaintiff's car?

### **ARGUMENT**

The Court has the authority to enforce the settlements:

“[D]istrict courts have inherent authority, deriving from their equity power, to enforce settlement agreements.” *Hensley v. Alcon Labs., Inc.*, 277 F.3d 535, 540 (4th Cir. 2002). Before the district court enforces a settlement agreement, it must make two inquiries. *See Moore v. Beaufort Cty.*, 936 F.2d 159, 162(4th Cir. 1991). First, the court must determine whether the parties in fact agreed to settle the action. *See id.* Second, the court must discern the terms of the settlement. *See id.* If the parties agreed to settle the action and the terms are clear, a district court may enforce the settlement agreement. *See id.*; *Hensley*, 277 F.3d at 540; *Millner v. Norfolk & W. Ry.*, 643 F.2d 1005, 1009 (4th Cir. 1981).

*Poursaied v. Summermill at Falls River-Banner Apartment Bldgs.* 5:17-cv-115-D (E.D. N.C. 2018)

First, it is undisputed that Plaintiff and Defendants agreed to settle all claims between them. Indeed, Defendant has partially performed the settlement. Defendant has failed, however, to return Plaintiff’s car. The Court is able to determine that the parties have settled, and is able to discern the unfulfilled terms of the settlement. Therefore, it is appropriate to enter an award enforcing the settlement.

### **CONCLUSION**

For the reasons set forth herein, Plaintiff respectfully prays to the Court for an Order granting her motion to enforce the settlement, ordering Defendants to return her car, or for such other relief as the Court may deem just and proper.

Respectfully submitted, this the 27th day of October, 2020.

/James R. Faucher

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### **CERTIFICATE OF WORD COUNT**

I hereby certify that the foregoing document complies with the word count limits contained in LR 7.3(d)(1).

This the 27th day of October, 2020.

/James R. Faucher

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### **CERTIFICATE OF SERVICE**

The undersigned counsel of record for Plaintiffs certifies that the foregoing was filed with the Court and served on the parties via filing with the Court's CM/ECF system which will send notice of the filing to all counsel of record.

Respectfully submitted, this the 27th day of October, 2020.

/James R. Faucher

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